

AWARD/CONTRACT J		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOC9		PAGE OF 1		PAGES 6	
2. CONTRACT (Proc. Inst. Ident.) NO. SPM760-05-C-0001		3. EFFECTIVE DATE 2004 OCT 05		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010498991					
5. ISSUED BY Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Local Administrator: PMCMazz (614)692-1195 /FAX: (614)693-1553 E-mail: gary.meyer@dla.mil		CODE SP0700		6. ADMINISTERED BY (If other than Item 5) DCMA ATLANTA 2300 LAKE PARK DRIVE SMYRNA GA 30080-0000 US		CODE S1103A		Criticality: B PAS: NONE	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) DUTCH VALLEY SUPPLY COMPANY 970 PROGRESS CENTER AVE LAWRENCEVILLE GA 30043-4803		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT NET 30 days	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12	

CODE 31068		FACILITY CODE	
11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5		12. PAYMENT WILL BE MADE BY DFAS BVDP (SL4701) P.O. BOX 369031 COLUMBUS OH 43236-9031	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) () <input type="checkbox"/> 41 USC 253(c) ()		14. ACCOUNTING AND APPROPRIATION DATA TO BE PROVIDED BY SAP UPON FUNDING	
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				
15G. TOTAL AMOUNT OF CONTRACT					\$121289.92

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COST	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	6
X	D	PACKAGING AND MARKING	4	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	4		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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X	G	CONTRACT ADMINISTRATION DATA	5		M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
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19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER JANA M ENGELS-STINSON	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY (Signature of person authorized to sign)		BY <i>Jana M Engels-Stinson</i> (Signature of Contracting Officer)	10-01-04

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SECTION B

PR: 0010498991
NSN: 4820-00-819-5409

ITEM DESCRIPTION:VALVE, CHECK

ADEQUATE DATA FOR THE EVALUATION OF ALTERNATE
OFFERS IS NOT AVAILABLE AT THE PROCUREMENT
AGENCY. THE OFFEROR MUST PROVIDE A COMPLETE
DATA PACKAGE INCLUDING DATA FOR THE APPROVED
AND ALTERNATE PART FOR EVALUATION.

SINCE THIS NSN IS A NAVY FIELD LEVEL REPARABLE
ITEM CONFIGURATION CONTROL MUST BE MAINTAINED
PER MIL-STD-973.

H R TEXTRON INC	(96124)	P/N	321200-3
LOCKHEED MARTIN CORPORATION	(98897)	P/N	695973-3

<u>ITEM</u>	<u>PR</u>	<u>PRII</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	0010498991	0001	32	EA	\$3790.31000	\$121289.92

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
OUP = 001: PRES MTHD = AE: CLNG/DRY = 1: PRESV MAT = 00:
WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:
UNIT CONT = D3: OPI = 0:
INTRMDTE CONT = XX: INTRMDTE CONT QTY = AAA:
PACK CODE = U:
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: 00 - No special marking
PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV A
DATED 4090

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SECTION B

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: DESTINATION BY: 2006 JAN 18

PARCEL POST/FREIGHT ADDRESS:

W25G1U
XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113 134
NEW CUMBERLAND PA 17070-5001
US

NON-MILSTRIP
PROJ

* * * * *

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A04D01 52.204-9C06 DSCC Part 52 - SOLICITATION PROVISIONS AND CONTRACT CLAUSES STATEMENT (JUL 2004)

Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Part 52 - Solicitation Provisions and Contract Clauses, current version found at <http://dibbs.dscclia.mil/refs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between text found in DSCC Part 52 and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

A04D02 52.204-9C07 PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT) - CENTRAL CONTRACTOR REGISTRATION (CCR) DSCC:

Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

A11D01 52.211-9C41 DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA AND TRACY, CA (OCT 2000) DSCC

It is the contractor's responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Carriers may experience delays if notification requirements are not made.

DDSP New Cumberland Facility
Phone: 1-800-307-8496
New Cumberland, PA

Defense Distribution Depot San Joaquin
Stock, Warehouse 10 - Phone (209) 839-4307
CCP, Warehouse 30 - Phone (209) 839-4518
Tracy, CA

SECTION B

B04D01 52.204-9C03 DSCC WEB SITE (JUL 2004) DSCC

The DSCC Part 52 - Solicitation Provisions and Contract Clauses is available on the Internet via the DSCC Web Site at <http://dibbs.dscclia.mil/refs/provclauses/>. Also, the full text of FAR/DFARS/CLAD clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>.

SECTION D

D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL) REQUIREMENTS - MIL-STD-129P (MAR 2004) DLAD

D11D01 52.211-9C01 PALLETIZATION REQUIREMENTS (OCT 2002) DSCC

D11D02 52.211-9C15 EXPEDITED HANDLING SHIPMENTS (FEB 2004) DSCC

D11D04 52.211-9C17 PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUL 2000) DSCC

D11D07 52.211-9C20 SHIPPER'S DECLARATION FOR DANGEROUS GOODS (FEB 2004) DSCC

D46D03 52.246-9C41 PACKAGING AND MARKING REQUIREMENTS (FEB 2004) DSCC

Packaging and marking requirements for items being procured shall be accomplished as stated herein (See Section B). The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129P.

SECTION E

E04D01 52.204-9C01 RECORDS RETENTION REQUIREMENTS (JUN 1980) DSCC

E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR

E46A17 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

E46A18 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003) DFARS

E46C03 52.246-9004 PRODUCT VERIFICATION TESTING (JUN 1998) DLAD

E46D00 52.246-9C00 ADDENDUM TO DFARS 252.246-7000, MATERIAL INSPECTION AND RECEIVING REPORT (JUN 2004) DSCC

When submitting a Material Inspection and Receiving Report, DD Form 250, electronically through Wide Area Workflow (WAWF-RA), contractors must print and provide a copy of the DD Form 250 with the material shipment.

E46D01 52.246-9C01 INSPECTION AT ORIGIN (JUN 2001) DSCC

(c) Inspection Points:

SUPPLIES

(x) (Vendor Fill-in) Same as Offeror

Applicable to CLIN(s):

0001

(Vendor Fill-in)

() (Vendor Fill-in) Other (CAGE, Name, Street Address, City, State and Zip Code)

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

Applicable to CLIN(s):

(Vendor Fill-in)

PACKAGING

(x) (Vendor Fill-in) Same as Offeror

Applicable to CLIN(s):

0001

(Vendor Fill-in)

() (Vendor Fill-in) Same as above

() (Vendor Fill-in) Other (CAGE, Name, Street Address, City, State and Zip Code)

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

Applicable to CLIN(s):

(Vendor Fill-in)

E46D02 52.246-9C02 ACCEPTANCE AT ORIGIN (NOV 1995) DSCC

E46D10 52.246-9C10 WARRANTY - ACCEPTANCE OF SUPPLIES (FEB 2004) DSCC

E46D13 52.246-9C13 SUBSTITUTION OF ITEM AFTER AWARD (JAN 1999) DSCC

SECTION F

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

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F11D09 52.211-9C14 TIME OF DELIVERY (MAR 2001)
DSCC

The following Delivery Schedule applies to this award. See applicable TIME OF DELIVERY clause in Section F of the solicitation or see Amendment Number for additional information.

DELIVERY SCHEDULE

Item No.	Quantity	Days
0001	0001	470

Liquidated Damages () is () is not applicable.

NOTE: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO ADDITIONAL COST TO THE GOVERNMENT.

F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR

F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

F47A03 52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

F47A06 52.247-48 F.O.B DESTINATION -- EVIDENCE OF SHIPMENT (FEB 1999) FAR

F47D01 52.247-9C02 SHIPPING INSTRUCTIONS (DOMESTIC) (MAY 2002) DSCC

F47D03 52.247-9C04 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (MAY 2004) DSCC

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DSCC Administered orders: Contact the Defense Distribution Center (DDC), New Cumberland, PA. Shipping instructions should be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. The DSCC Master Solicitation is located at: <http://DIBBS.dsccl.dla.mil/refs/provclauses/>.

Requests should be made by facsimile to 717-770-2701 or via email to [delivery\(at\)dla.mil](mailto:delivery(at)dla.mil). A return fax number must be included with your faxed request. The DDC's hours of operation are Monday through Friday, 7:00 a.m. to 11:00 p.m. and Saturday from 8:00 a.m. to 4:30 p.m. excluding holidays.

Questions may be directed to the DDC at 1-800-456-5507.

SECTION G

G42D01 52.242-9C04 NOTES TO CONTRACT ADMINISTRATION OFFICE (JUL 1987) DSCC

a. Delinquency Reports - In accordance with FAR 42.1106(c), the Contract Administration Office may at any time initiate a report to advise the Administrative Contracting Officer and Inventory Control Manager (ICM) of any potential or actual delay in performance.

Address for ICM is as follows:

(x) DLA, Defense Supply Center Columbus
ATTN: DSCC- fmaz
P.O. Box 3990
Columbus, OH 43218-3990

() b. Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000 is not applicable.

() c. This award has been made on the basis of Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000, as specified. Take action in accordance with DLAM 8105.1, Section 19-100.3, if it becomes evident that the guaranteed shipping characteristics will be exceeded, or if the contractor tenders delivery of less than the minimum size shipments specified, in order that action may be taken to adjust the contract price.

CLIN(s)

() d. Notice to Transportation Officer of the CAO. The commodity descriptions used in the evaluation of freight costs for this award are:

CLIN(s)

() e. Economic Price Adjustment (EPA): In accordance with FAR 42.302-(b)(7) total responsibility for effecting Economic Price Adjustments, is delegated to the ACO, conditioned on securing funds from DSCC Contract Administration Office. This responsibility also includes downward adjustments when warranted. DSCC will not review your decisions to adjust prices in accordance with EPA clause.

Part IV of the solicitation has been retained in the contract file in accordance with FAR 14.201-1(c) and FAR 15.204-1(b).

SECTION I

I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (OCT 2003) FAR

I04B01 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991) DFARS

I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

I04B04 252.204-7004 ALTERNATE A (NOV 2003) DFARS

I09A08 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) FAR

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

I11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR

I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD

I15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR

I22A16 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) FAR

I23A04 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

I25B01 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003) DFARS

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

I32A08 52.232-11 EXTRAS (APR 1984) FAR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

I32A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004) DFARS

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004) FAR

I47B06 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) DFARS

I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>

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I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES
(APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
FAR

SECTION J

J15D05 LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:

Contractor Fax	dtd 9-9-04	Encl # 1
	dtd	Encl #
	dtd	Encl #
	dtd	Encl #
	dtd	Encl #
	dtd	Encl #

J15D06 52.215-9C06 NOTICE TO CONTRACTORS AND DEFENSE
FINANCE AND ACCOUNTING SERVICES (DFAS) (OCT 1999) DSCC

-- Sections K, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.



Dutch Valley Supply Company
970 Progress Center Ave.
Lawrenceville, GA 30043

Phone: (770) 513-0612
Fax: (770) 513-0716

Established 1963



September 9, 2004

To: Defense Supply Center Columbus
Attn: Jena Engels-Stinson (MEAB1)
Phone: (614) 692-1582
Fax: (614) 693-1557
DVS Quote #: TEX-0104-013-00

****AS OF OCTOBER 1, 2004, ALL QUOTES FROM DUTCH VALLEY SUPPLY WILL BE SENT VIA EMAIL. PLEASE SEND YOUR EMAIL ADDRESS TO UPDATE OUR RECORDS.**

In response to your inquiry, we are pleased to submit the following quotation for your reference # SPM760-04-R-0010 / 0010272216:

Line	Quantity	Part Number/Description	Price
1	32 Each	321200-3/Valve, Check	\$3,790.31 Each
NSN		Manufacturer/Cage Code	Delivery
4820-00-819-5409		HR Textron (96124)96124	470 Days ARO

Total Quotation: \$121,289.92

Please note that HR Textron (96124) is quoting this item through Dutch Valley Supply.

OPTION YEAR: 16 each @ \$165,946.25

FOB is Destination

Quoting Inspection/Standard Source Inspection

- Quotation Valid for 30 days and based upon 'exact part', new and unused.
- ~~Quantity variance: (DSCG +1.5%), (DSCR +1.5%), (DSCP +1.5%)~~
- Terms: Net 30
- Federal Tax ID #58-0908202
- DUNS #79659333
- For your convenience, Visa and MasterCard are accepted. The bank processing fee will apply.

Please feel free to contact me should you have any questions or need further assistance. We appreciate this opportunity to serve you.

Best regards,

Jeff Haney, Credit Coordinator
jhaney@dutchvalley.com

*Dutch Valley Supply Company (CAGE 31068) is a small business in compliance with Federal Acquisition Regulations 52.222-19, 52.222-22 and 52.222-25.

THIS QUOTATION IS AN OFFER TO SELL ONLY, IS NOT AN ACCEPTANCE OR CONFIRMATION AND SHALL BE VOID UNLESS ACCEPTED WITHIN 30 DAYS FROM THE QUOTATION DATE ABOVE. MEANWHILE BEING SUBJECT TO CHANGE OR WITHDRAWAL UNLESS OTHERWISE STATED ABOVE.

IST-603.1

Print Time:

Thursday, September 9, 2004 10:13 AM

Rev. Original
4/10/00

User: jhaney

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Encl 1
TOTAL P.01

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. U0001		3. EFFECTIVE DATE 01-Mar-2004		4. REQUISITION/PURCHASE REQ. NO. 0010272216		5. PROJECT NO.(If applicable)	
6. ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS MARITIME SOLICITATIONS/AWARDS P.O. BOX 16704 COLUMBUS OH 43216-5010		CODE SP0760		7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. SPM760-04-R-0010			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 22-Jan-2004			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This amendment is issued to reopen and extend the closing date for submission of offers. The following change is made: Clause 52.211-9C37 is changed to indicate the required delivery days is 280 days. Please note, the solicitation quantity is 16. Line 0002 is for the option quantity of 16, which may or may not be exercised, either at time of award, or during the option period (delivery days minus 14 days). The new closing date is 15 March 2004 at 1:00. All other terms and conditions remain the same.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

52.211-9C37 REQUIRED TIME OF DELIVERY (JUN 1997) DSCC

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
all	all	280

The Government may elect to consider for award only those proposals which comply with the required schedule but reserves the right to consider proposals which exceed the required schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Vendor fill in 1

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

NOTE: Unless otherwise specified in the individual solicitation/contract ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO ADDITIONAL COST TO THE GOVERNMENT; however, for contracts awarded on an F.O.B. origin delivery basis, the requirements of FAR 52.247-59, F.O.B. Origin-Carload and Truckload Shipments, must be complied with.

(End of Clause)

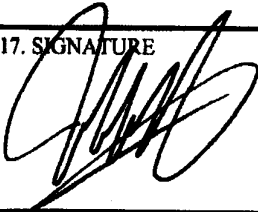
SPM760-04-R-0010

00001

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(End of Summary of Changes)

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOC9	PAGE	OF PAGES
2. CONTRACT NO.		3. SOLICITATION NO. SPM760-04-R-0010		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 2004-01-22
6. REQUISITION NUMBER 0010272216		7. ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS MARITIME SOLICITATIONS/AWARDS P.O. BOX 16704 COLUMBUS, OH, 43216-5010 US Tel: Fax:				
CODE: SP0760		8. ADDRESS OFFER TO (If other than Item 7) SEE ITEM 7 Tel: Fax:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
SOLICITATION						
9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby(white bid box)Building until 13:00:00 (Hour) local time 2004-02-23 (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52-214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME JANA M. ENGELS- STINSON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (614)692-1582		C. E-MAIL ADDRESS jana.engels-stinson@dla.mil
11. TABLE OF CONTENTS						
(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION
						PAGE (S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
	A	CONTRACT FORM			I	CONTRACT CLAUSES
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
	F	DELIVERIES OR PREFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD
	H	SPECIAL CONTRACT REQUIREMENTS				
OFFER (Must be fully completed by offeror)						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within __ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR FACILITY CODE:		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
DUTCH VALLEY SUPPLY (31068) 970 PROGRESS CENTER AVENUE LAWRENCEVILLE, GA 30043		DEBRA HANEY, CLIENT COORDINATOR				

15B. TELEPHONE NO (Include area code) 770-613-0612	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE 	18. OFFER DATE 2/19/04
AWARD (To be completed by Government)			
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.			
SF33			

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Section B - Supplies or Services and Prices

ITEM(S) 0001, 0002 - ADDITIONAL INFORMATION 0001

AMPN: Approved Manufacturer Part Number - Cage: Approved Manufacturer

AMPN: 321200-3 - Cage: 96124

AMPN: 695973-3 - Cage: 98897

Critical Part Indicator = N

Quality Control Code = DAA

Start_of_MILPACK_Data

PACKAGING DATA - MIL-STD 2073-1D, 15 DEC 1999

End_of_MILPACK_Data

CLNG/DRY = 1

CUSH/DUNN THICKNESS = X

CUSH/DUNN MAT = XX

INTRMDTE CONT = XX

INTRMDTE CONT QTY = AAA

OPI = O

PACK CODE = U

PRESV MAT = 00

PRES MTHD = AE

QUP = 001

SPECIAL MARKING CODE = 00

UNIT CONT = D3

WRAP MAT = XX

Start_of_Barcode_Data

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH
MIL-STD-129 (LATEST REVISION) MARKING AND BAR CODING IN
ACCORDANCE WITH AIM BC1.

End_of_Barcode_Data

RDD: 2004-07-19

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN: 4820-00-819-5409	16	Each	\$5,775.00	\$92,400.00
	VALVE,CHECK				
	FFP				
	VALVE, CHECK. .				
	DWG NR: No				
	PURCHASE REQUEST NUMBER: 0010272216				

NET AMT

\$ 92,400.00

Intermediate Container Quantity AAA

FOB: Destination

Weight Unit: Pound

Cleaning or Drying Procedure: Any suitable process that is not injurious to the item.

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Cushioning Thickness: As required to protect the item or elements of the package

Cushioning and Dunning: See Method of Preservation code for this requirement

Intermediate Container: See Method of Preservation code for this requirement

Optional Procedure Indicator: Options can be exercised as to specific method of preservation and/or packaging materials to be used. However, basic preservation method shall be retained, supplemental data shall be complied with, and unit package dimensions shall not be increased by more than one inch. Equal or better protection shall be given the item and there shall be no increase in the package cost.

Packing: Items or packages that require packing for acceptance by the carrier shall be packed in exterior type shipping containers in a manner that will ensure safe transportation at the lowest rate to the point of delivery and shall meet, as a minimum, the requirements of the following rules and regulations, as applicable to the mode(s) of transportation to be utilized: (a) Postal Regulations, (b) Department of Transportation Regulations, (c) Civil Air Regulations, (d) Uniform Freight Classification Rules, (e) National Motor Freight Classification Rules, (f) American Truckers' Association Rules, (g) Other applicable carriers' rules, (h) Military Air Regulations for dangerous materials. Consolidation of Shipments. All exterior packs of 1.5 cubic feet or less, having no single dimension (length, width, height) exceeding 40 inches (and when the total number of such containers in any individual shipment exceeds 25), shall be consolidated, using flat pallets, box pallets or containers as the consolidating media. Dangerous goods shall be prepared for shipment according to applicable Department of Transportation (DOT) regulations and/or international regulations in effect at time of shipment. Shipments by parcel post must comply with Postal Regulations.

Preservation Material: No requirement

Special Marking: No special marking.

Wrapping Material: See Method of Preservation code for this requirement.

Unit Container: PPP-B-566, PPP-B-665, PPP-B-676, or ASTM-D5118, folding, metal edged, setup or fiberboard box

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NSN: 4820-00-819-5409	16	Each	\$ 5,940.00	\$ 95,040.00
OPTION	VALVE,CHECK FFP VALVE, CHECK. . DWG NR: No				

* Option YEAR PRICING

\$ 95,040.00

NET AMT

Intermediate Container Quantity AAA

FOB: Destination

Weight Unit: Pound

Cleaning or Drying Procedure: Any suitable process that is not injurious to the item.

Cushioning Thickness: As required to protect the item or elements of the package

Cushioning and Dunning: See Method of Preservation code for this requirement

Intermediate Container: See Method of Preservation code for this requirement

Optional Procedure Indicator: Options can be exercised as to specific method of preservation and/or packaging materials to be used. However, basic preservation method shall be retained, supplemental data shall be complied with, and unit package dimensions shall not be increased by more than one inch. Equal or better protection shall be given the item and there shall be no increase in the package cost.

Packing: Items or packages that require packing for acceptance by the carrier shall be packed in exterior type shipping containers in a manner that will ensure safe transportation at the lowest rate to the point of delivery and

TOTAL P.03

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Section A - Solicitation/Contract Form

RECEIVED

CLAUSES INCORPORATED BY REFERENCE 2004 FEB 23 AM 11 57

52.247-9010	FOB Destination Price Quoting Instructions -- Shipment to Depot	AUG 2002
52.204-9C04	DPACS/PD2 Notice - CLIN Numbering Changes	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.211-9C41 Delivery instructions for New Cumberland, PA and Tracy, CA (NOV 2003) DSCC

NOTICE

DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA and TRACY, CA

It is the contractor's responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

Carriers may experience delays if notification requirements are not made.

DDSP New Cumberland Facility
Phone: 1-800-307-8496
New Cumberland, PA

Defense Distribution Depot San Joaquin
Stock, Warehouse 10 - Phone (209) 839-4307
CCP, Warehouse 30 - Phone (209) 839-4518
Tracy, CA

(End of Clause)

52.215-9C03 FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (SEP 2000)
DSCC

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried (Courier service or other means) shall be placed in the White Bid Box, located at DSCC in the Lobby of Building 20, 3990 E. Broad St., Columbus, OH 43213.

(End of Clause)

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**52.215-9C11 DELIVERY AND PAST PERFORMANCE EVALUATION FACTORS FOR MANUALLY
EVALUATED REQUIREMENTS (JUL 2002) DSCC**

If the requirement is evaluated manually, the contracting officer will use price and other factors (delivery, past performance) to evaluate quotes. The Automated Best Value System provision (DSCC 52.215-9C10) will be used to evaluate delivery and past performance. This provision can be located at <http://dibbs.dscccols.com/refs/provclauses/>.

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Section B - Supplies or Services and Prices

ITEM(S) 0001, 0002 - ADDITIONAL INFORMATION 0001

AMPN: Approved Manufacturer Part Number - Cage: Approved Manufacturer

AMPN: 321200-3 - Cage: 96124

AMPN: 695973-3 - Cage: 98897

Critical Part Indicator = N

Quality Control Code = DAA

Start_of_MILPACK_Data

PACKAGING DATA - MIL-STD 2073-1D, 15 DEC 1999

End_of_MILPACK_Data

CLNG/DRY = 1

CUSH/DUNN THICKNESS = X

CUSH/DUNN MAT = XX

INTRMDTE CONT = XX

INTRMDTE CONT QTY = AAA

OPI = O

PACK CODE = U

PRESV MAT = 00

PRES MTID = AE

QUP = 001

SPECIAL MARKING CODE = 00

UNIT CONT = D3

WRAP MAT = XX

Start_of_Barcode_Data

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH
MIL-STD-129 (LATEST REVISION) MARKING AND BAR CODING IN
ACCORDANCE WITH AIM BC1.

End_of_Barcode_Data

RDD: 2004-07-19

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN: 4820-00-819-5409	16	Each	\$ 3,860.00	\$ 61,760.00
	VALVE,CHECK				
	FFP				
	VALVE, CHECK. .				
	DWG NR: No				
	PURCHASE REQUEST NUMBER: 0010272216				
				NET AMT	\$ 61,760.00

Intermediate Container Quantity AAA

FOB: Destination

Weight Unit: Pound

Cleaning or Drying Procedure: Any suitable process that is not injurious to the item.

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Cushioning Thickness: As required to protect the item or elements of the package

Cushioning and Dunning: See Method of Preservation code for this requirement

Intermediate Container: See Method of Preservation code for this requirement

Optional Procedure Indicator: Options can be exercised as to specific method of preservation and/or packaging materials to be used. However, basic preservation method shall be retained, supplemental data shall be complied with, and unit package dimensions shall not be increased by more than one inch. Equal or better protection shall be given the item and there shall be no increase in the package cost.

Packing: Items or packages that require packing for acceptance by the carrier shall be packed in exterior type shipping containers in a manner that will ensure safe transportation at the lowest rate to the point of delivery and shall meet, as a minimum, the requirements of the following rules and regulations, as applicable to the mode(s) of transportation to be utilized: (a) Postal Regulations, (b) Department of Transportation Regulations, (c) Civil Air Regulations, (d) Uniform Freight Classification Rules, (e) National Motor Freight Classification Rules, (f) American Truckers' Association Rules, (g) Other applicable carriers' rules, (h) Military Air Regulations for dangerous materials. Consolidation of Shipments. All exterior packs of 1.5 cubic feet or less, having no single dimension (length, width, height) exceeding 40 inches (and when the total number of such containers in any individual shipment exceeds 25), shall be consolidated, using flat pallets, box pallets or containers as the consolidating media.

Dangerous goods shall be prepared for shipment according to applicable Department of Transportation (DOT) regulations and/or international regulations in effect at time of shipment. Shipments by parcel post must comply with Postal Regulations.

Preservation Material: No requirement

Special Marking: No special marking.

Wrapping Material: See Method of Preservation code for this requirement.

Unit Container: PPP-B-566, PPP-B-665, PPP-B-676, or ASTM-D5118, folding, metal edged, setup or fiberboard box

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NSN: 4820-00-819-5409	16	Each	# 3,860.00	# 61,760.00
OPTION	VALVE,CHECK FFP VALVE, CHECK. . DWG NR: No				
				NET AMT	# 61,760.00

Intermediate Container Quantity AAA

FOB: Destination

Weight Unit: Pound

Cleaning or Drying Procedure: Any suitable process that is not injurious to the item.

Cushioning Thickness: As required to protect the item or elements of the package

Cushioning and Dunning: See Method of Preservation code for this requirement

Intermediate Container: See Method of Preservation code for this requirement

Optional Procedure Indicator: Options can be exercised as to specific method of preservation and/or packaging materials to be used. However, basic preservation method shall be retained, supplemental data shall be complied with, and unit package dimensions shall not be increased by more than one inch. Equal or better protection shall be given the item and there shall be no increase in the package cost.

Packing: Items or packages that require packing for acceptance by the carrier shall be packed in exterior type shipping containers in a manner that will ensure safe transportation at the lowest rate to the point of delivery and

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shall meet, as a minimum, the requirements of the following rules and regulations, as applicable to the mode(s) of transportation to be utilized: (a) Postal Regulations, (b) Department of Transportation Regulations, (c) Civil Air Regulations, (d) Uniform Freight Classification Rules, (e) National Motor Freight Classification Rules, (f) American Truckers' Association Rules, (g) Other applicable carriers' rules, (h) Military Air Regulations for dangerous materials. Consolidation of Shipments. All exterior packs of 1.5 cubic feet or less, having no single dimension (length, width, height) exceeding 40 inches (and when the total number of such containers in any individual shipment exceeds 25), shall be consolidated, using flat pallets, box pallets or containers as the consolidating media. Dangerous goods shall be prepared for shipment according to applicable Department of Transportation (DOT) regulations and/or international regulations in effect at time of shipment. Shipments by parcel post must comply with Postal Regulations.

Preservation Material: No requirement

Special Marking: No special marking.

Wrapping Material: See Method of Preservation code for this requirement.

Unit Container: PPP-B-566, PPP-B-665, PPP-B-676, or ASTM-D5118, folding, metal edged, setup or fiberboard box

CLAUSES INCORPORATED BY FULL TEXT

52.204-9C03 DSCC WEB SITE (NOV 2002) DSCC

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIBBS.dsccl.dla.mil> . Also, the full text of FAR/DFARS/DLAD clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icp>

(End of Clause)

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Section D - Packaging and Marking**CLAUSES INCORPORATED BY REFERENCE**

52.211-9C01	Palletization Requirements	NOV 2002
52.211-9C17	Packing List/Invoice/Shipping Documents	JUL 2000
52.211-9C18	Labels	FEB 2003
52.211-9C20	Shipper's Declaration for Dangerous Goods	FEB 2003
52.246-9C41	Packaging and Marking Requirements	FEB 2003

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Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
52.246-9004	Product Verification Testing	JUL 2002
252.246-7000	Material Inspection And Receiving Report	MAR 2003
52.204-9C01	Records Retention Requirements	JUN 1980
52.246-9C02	Acceptance at Origin	NOV 1995
52.246-9C10	Warranty - Acceptance of Supplies	FEB 2003
52.246-9C11	Warranty	MAY 1985
52.246-9C13	Substitution of Item After Award	JAN 1999

CLAUSES INCORPORATED BY FULL TEXT

52.246-9C01 INSPECTION AT ORIGIN (JUN 2001) DSCC

(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.

(b) Inspection prior to shipment will be based on the following:

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.

(2) For CLIN(S) described by manufacturer's name/code and part number:

(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(ii) The word "manufacturer" means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

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(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

Note: Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

(c) Inspection Points:

SUPPLIES

~~(Vendor fill in 1)~~

☒ Same as Offeror

Applicable to CLIN(s): _____

☐ Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s): _____)

PACKAGING

~~(Vendor fill in 2)~~

☒ Same as Offeror

Applicable to CLIN(s): _____

☐ Same as above

☐ Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s): _____)

(End of Clause)

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Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	180 dys. ADC 470	16	SEE ADDITIONAL DELIVERY INFO AA 00000 FOB: Destination	ADDDEL
0002	180 dys. ADC 470	16	(SAME AS PREVIOUS LOCATION) FOB: Destination	ADDDEL

ITEM(S) 0001, 0002 - ADDITIONAL DELIVERY INFO 0001

Parcel Post:

W25G1U
 XU TRANSPORTATION OFFICER
 DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134
 NEW CUMBERLAND PA, 17070-5001

Freight:

W25G1U
 XU TRANSPORTATION OFFICER
 DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134
 NEW CUMBERLAND PA, 17070-5001

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-9C37 REQUIRED TIME OF DELIVERY (JUN 1997) DSCC

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
----------	----------	------------------------------------

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all	all	180

The Government may elect to consider for award only those proposals which comply with the required schedule but reserves the right to consider proposals which exceed the required schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Vendor fill in 1

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
1, 2	32	470

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

NOTE: Unless otherwise specified in the individual solicitation/contract ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO ADDITIONAL COST TO THE GOVERNMENT; however, for contracts awarded on an F.O.B. origin delivery basis, the requirements of FAR 52.247-59, F.O.B. Origin-Carload and Truckload Shipments, must be complied with.

(End of Clause)

52.247-9C02 SHIPPING INSTRUCTIONS (DOMESTIC) (MAY 2002) DSCC

Comply with paperwork requirements of 52.211-9C17, "PACKING LIST/INVOICE/ SHIPPING DOCUMENTS".

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):

Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the "MARK FOR" data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.

(2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.

(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.

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(4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

(1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.

(2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice.
EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.

(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see 52.247-9C04).

(4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown "in the clear" with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

(End of Clause)

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Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference

DEC 1991

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Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUL 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	NOV 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-9002	Priority Rating	MAY 2002
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	JUL 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-9000	Material Safety Data Sheet and Hazard Warning Labels	FEB 2002
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-6	Royalty Information	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002

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52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.239-9000	Y2K Compliance Notice	JUN 2002
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alternate A	NOV 2003
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7021	Trade Agreements	AUG 2003
252.225-7025	Restriction on Acquisition of Forgings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	OCT 2003
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.242-7000	Postaward Conference	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
52.215-9C04	Production Facility Changes	APR 1985
52.217-9C03	Option for Increased Quantity	OCT 2001
52.248-9C01	Engineering Change Proposals-Deviation or Waiver Requests	OCT 2000

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52.211-9000 GOVERNMENT SURPLUS MATERIAL (APR 2002) - DLAD

No-Bid

Notice to Offerors: For offerors NOT providing surplus material as defined in this clause: If quoting electronically via SRweb, insert N/A in the single fill-in box associated with this clause, located at beginning of Section I. If not quoting via SRweb, fill-in is not required. For offerors providing surplus material as defined in this clause: All vendor fill-ins must be completed. If quoting electronically via SRweb, insert all fill-ins into the single fill-in box associated with this clause, located at beginning of Section I. Each fill-in must be preceded by number shown in clause text below. All fill-in numbers must be included and addressed; for any that do not apply, insert "N/A" after the number. (Note: The single fill-in box is limited to 2000 characters. Conserve space by listing each fill-in directly after preceding one.) If not quoting via SRweb, complete all vendor fill-ins in clause text itself.

(Previous versions of this clause are considered obsolete.)

(a) Definition.

"Surplus material," as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms "surplus" and "Government surplus" are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. (Vendor fill-in 1 Yes ___ No ___) The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.). (Vendor fill-in 2 Yes ___ No ___) The material conforms to the revision letter/number, if any is cited. (Vendor fill-in 3 Yes ___ No ___ Unknown ___) If no, the revision offered does not affect form, fit, function, or interface. (Vendor fill-in 4 Yes ___ No ___ Unknown ___) The material was manufactured by: (Vendor fill-in 5

(Name)

(Address)

(2) The Offeror currently possesses the material. (Vendor fill-in 6 Yes ___ No ___) If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. (Vendor fill-in 7 Yes ___ No ___) If yes, provide the information below:

(Vendor fill-in 8

Government Selling Agency

Contract Number

Contract Date

(Month, Year)

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Other Source	Address	Date Acquired (Month/Year)
--------------	---------	-------------------------------

_____ 2

(3) The material has been altered or modified. (Vendor fill-in 9) Yes ___ No ___ 2 If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. (Vendor fill-in 10) Yes ___ No ___ 2 If yes, (i) the price offered includes the cost of reconditioning/refurbishment. (Vendor fill-in 11) Yes ___ No ___ 2 and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. (Vendor fill-in 12) Yes ___ No ___ 2 If yes, the price includes replacement of cure-dated components. (Vendor fill-in 13) Yes ___ No ___ 2

(5) The material has data plates attached. (Vendor fill-in 14) Yes ___ No ___ 2 If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer. (Vendor fill-in 15)

_____ 2

(6) The offered material is in its original package. (Vendor fill-in 16) Yes ___ No ___ 2 (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

(Vendor fill-in 17)

Contract Number

NSN

Cage Code

Part Number

Other Markings/Data

_____ 2

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. (Vendor fill-in 18) Yes ___ No ___ 2 If yes, (i) the material being offered is from the same original Government contract number as that provided previously. (Vendor fill-in 19) Yes ___ No ___ 2 and (ii) state below the Government Agency and contract number under which the material was previously provided:

(Vendor fill-in 20)

Agency

Contract Number

_____ 2

(8) The material is manufactured in accordance with a specification or drawing. (Vendor fill-in 21) Yes ___ No ___ 2 If yes, (i) the specification/drawing is in the possession of the Offeror. (Vendor fill-in 22) Yes ___ No ___ 2 and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. (Vendor fill-in 23) Yes ___ No ___ 2

(Vendor fill-in 24)

Specification/Drawing Number

Revision (if any)

Date

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(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. (Vendor fill-in 25 Yes ___ No ___) If yes, (i) Material has been re-preserved. (Vendor fill-in 26 Yes ___ No ___); (ii) Material has been repackaged. (Vendor fill-in 27 Yes ___ No ___); (iii) Percentage of material that has been inspected is (Vendor fill-in 28 ___ %) and/or number of items inspected is (Vendor fill-in 29 ___); and (iv) a written report was prepared. (Vendor fill-in 30 Yes ___ No ___)
If yes, the Offeror has attached it or forwarded it to the Contracting Officer. (Vendor fill-in 31 Yes ___ No ___)
)

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

(Vendor fill-in 32

___ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

___ For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

___ For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

___ For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

___ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph

(c)(6) of this clause. Yes ___ No ___)

___ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as

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good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

(Vendor fill-in 1

Material

Identification No.

(If none, insert "None")

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor

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of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.232-16 PROGRESS PAYMENTS (DEC 2002)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

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(4) The Contractor shall not include the following in total costs for progress payment purposes in subparagraph (a)(1)(i) above:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

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(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title. (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

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(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

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(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

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(k) Limitations on Undefined Contract Actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefined contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefined contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefined contract action as long as the contract action remains undefined. The amount of unliquidated progress payments for undefined contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefined contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the _____ (Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(End of clause)

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here (Vendor fill-in 1 _____). Alternate wording may be negotiated with the contracting officer.

(End of provision)

52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government,

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the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of [insert administrative cost figure] as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.dla.mil/j-3/j-336/icps.htm>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

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(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)**Electronic Submission of Payment Requests (MAR 2003)****(a) Definitions. As used in this clause--**

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

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(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

52.215-9C04 PRODUCTION FACILITY CHANGES (APR 1985) DSCC

The performance of any of the work contracted for in any place other than that named in the contract is prohibited unless specifically approved by the DSCC Contracting Officer. Written requests for a change in production facilities must be submitted to the DSCC Contracting Officer, changes in production facilities may be approved, provided (1) performance by small business or in labor surplus areas as required by the contract will not be changes; (2) the change will not cause a delay in delivery or necessitate a change in the purchase description; (3) the F.O.B. point is not changed; and (4) each request is supported by a price reduction of \$250.00 to cover the government's administrative costs to process the change.

(End of Provision)

52.227-9C04 DATA - ENGLISH LANGUAGE (JUL 1984) DSCC

All data required to be submitted pursuant to any clause or requirement of the contract must be in the English language. Also, all correspondence or any other documentation of any kind submitted during the administration of the contract must be in the English language.

(End of Clause)